

RENT

THE STUDENT'S GUIDE

Renting a place is a big undertaking. There's lots of things you'll want to know. When can the landlord enter your suite? Are you allowed pets? Is there a limit on how much your rent can be raised? Can the landlord stop your friends from visiting? This issue of *The PLEA* will help answer your questions about rental homes.



FINDING A PLACE

THE BASICS

The hunt for a place to live can be tough. Where to look? What to look for? Who to ask? It can be a time-consuming process. However, there are lots of places to start:

- online and newspaper advertisements
- housing registries at colleges and universities
- renters' guides
- real estate agents who handle rental property
- leads from people you know

Sometimes finding the right place is as simple as taking a walk around the neighbourhood, keeping an eye peeled for "For Rent" signs.

WHAT TO ASK THE LANDLORD

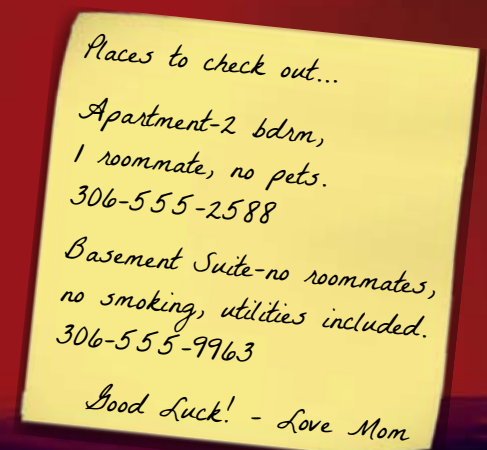
When looking at rental homes, how can you tell if a place is the perfect pad? The best way to find out is to ask questions! Here are some things you'll want to know:

The Costs

- How much is the rent? Is it negotiable?
- What are the consequences when rent is paid late?
- Are any rent increases planned?
- How much is the security deposit? (We'll talk about security deposits on page 8)
- Is there a lease and what does that mean? (We'll talk about leases on page 7)
- Who pays the utilities?
- What are the usual utility costs?
- Are there extra charges for parking or storage facilities?

The Goods

- Is it clean and in good repair?
- Have there been any reports of infestations or rodents?
- Is there a working smoke detector?
- What appliances does the landlord provide?
- Is it close to a bus route or places you need to be?
- Are window coverings provided?
- What are the security and safety features?
- Is it suitable for the number of occupants?
- Are pets allowed? What about smoking?
- Are the plumbing, wiring, and appliances in good working order?



The landlord can tell you all of these things. But you also might want to ask around. Current and previous tenants can usually offer some insight into the place and the neighbourhood, so don't hesitate to ask the landlord if there's a tenant you can talk to. Remember: it's better to find things out before you start renting!

WHAT THE LANDLORD CAN ASK YOU

If you decide that a place seems right for you, you can apply to rent the apartment. The landlord can ask you for character and financial references. For instance, the landlord might ask for the name of your previous landlord, or the name of your employer. It's not uncommon for a landlord to want to confirm your identity by checking your driver's licence. They could also ask for your social insurance number. Landlords could even ask you to provide a criminal record check. While you have no legal requirement to provide any of this information, the landlord is not legally obliged to rent the place to you, either.

What the landlord can't do, however, is charge a fee for your rental application. Nor can the landlord discriminate based on your ancestry, race, perceived race, nationality, place of origin, religion, creed, disability, sex, sexual orientation, family status, marital status, or because you're receiving social assistance. That's against the law. Generally speaking a landlord cannot discriminate on the basis of age either, after the age of 18. However, one exception does allow for rental accommodations to be exclusively designated for people over the age of 55.

ACTIVITY

Rental prices can vary a lot. Rent can vary depending on the type of building and its amenities, the street, the neighbourhood, and the community. It's important to find a home that fits your needs and your budget. Consider the following questions about the values of rental properties.

1. Look up rental properties in different areas. For those living in cities, you may want to research various neighbourhoods. For those in smaller centres, you may wish to compare nearby communities. Find as many rental properties as possible and create a map or guide that outlines properties and rental rates for each area.
2. For each area, consider all of the possible benefits and drawbacks to living in that particular location. Issues can include safety, walking, bussing, or driving distances to key locations (and the associated costs), and amenities that each neighbourhood/community offers. How do these factors affect the general rental prices in each area?
3. Look more specifically at your favourite neighbourhoods. What are the differences between lower-priced and higher-priced rental properties in the same neighbourhood? What are the benefits and drawbacks of each apartment?
4. Evaluate all options. Which areas would be the most practical and the least practical for your needs. Would you be willing to live in an apartment that doesn't meet all your living-space needs if it was located close to places you needed to be? Would you be willing to live further away from your ideal location if the rent was cheaper?

FINDING A PLACE

COSTING IT OUT

Living on your own isn't cheap. It's always a good idea to figure out a monthly budget in advance and do your best to stick to it.

Even if you have ironed out a monthly budget, there can be bumps in the road. Take moving, for example. It's a costly undertaking. Getting yourself into a new place means extra expenses you wouldn't pay in a "normal" month. Moving requires cash for things such as:

- The security deposit
- Connection fees for utilities
- Moving expenses such as renting a truck and buying your helpers pizza

If you're moving into your first place, you'll also need all kinds of stuff. Furniture, pots and dishes, a shower curtain, and an iron are usually must-haves. And don't forget odds and ends like salt and pepper, soap, and toilet paper!

Getting your hands on stuff to fill your home doesn't mean you need to blow a fortune at the mall. Lots of household items can be found on the cheap if you're willing to look! Yard sales, thrift stores, and friends and relatives are great sources of cool things. And the best part about second-hand stuff? Every item comes attached with its own history! Really, what's cooler... Aunt Bessie's old coffee table that she used when hosting local chapter meetings of the Raging Grannies? Or would you prefer some overpriced particle-board coffee table from the big-box store that's guaranteed to self-destruct when your pal Moose sits on it?

SPLITTING THE COSTS: LIVING WITH SOMEBODY

Many young people starting out on their own can't afford to go it alone. Having someone to share the costs is beneficial, but the benefits of sharing a living space don't end there. Having the company is nice, and it may expand your social circles and give you a better sense of security. Depending on the nature of your agreement with the person you live with, you may become co-tenants or roommates. There are some very important differences between the two.

When all occupants of a rental home sign a rental agreement, they become *co-tenants*. Generally, a landlord can enforce any obligations of the rental agreement against any or all of the co-tenants. This means that if the person you're living with doesn't pay their share of the rent, you could be on the hook for it. As well, you could be responsible for the entire security deposit or repair costs if your co-tenant or their guests cause damage. Worse yet, the actions of only one of you could lead to eviction for everyone.



On the other hand, when only one tenant signs the rental agreement, others living in that home are considered *roommates*. Whether or not they pay their share, the landlord will expect the entire rent from the tenant and hold the tenant responsible for everything else under the agreement. There are risks for the roommates as well. For example, a roommate will have very little recourse if the tenant wants them to vacate or wants to change the terms of the arrangement.

Regardless if you're living as roommates or co-tenants, be sure to choose the people you live with wisely. Living with somebody can mean less privacy and may involve disputes about lifestyle choices, division of chores and unpaid rent. In fact, you may want to think about drawing up an agreement with the people you're living with. It won't change the obligation of tenants to landlords, but some disputes may be avoided if everyone sharing the space agrees on the terms of the arrangement and understands their rights and obligations. Wikihow has a great list of steps to help get you started. To check it out, go to wikihow.com and search for "roommate agreement."

ACTIVITY

Moving into your own place can be costly. It's always better to be well-prepared for any surprises.

1. Create an itemized budget that outlines the costs of moving into your own place. This could include things such as the security deposit, utility hook-ups, and moving costs. Then create an itemized list of things you'll need to fill and furnish your home. You may wish to do some bargain shopping at used stores to price out some of the stuff you'll need!
2. How would moving into a place with somebody else impact your budget from question 1? Keep in mind this might mean finding a bigger apartment!
3. How would moving into a place with somebody else impact your monthly living expenses?
4. Consider all the benefits and drawbacks of living with others. What is the most ideal situation for you?

Social Housing

In addition to privately-owned rental properties, many communities in Saskatchewan have affordable housing and social housing. These are homes owned and operated by government for people with low-to-moderate incomes. Some of the rules regarding renting a home in these places differ from the rules discussed in this publication. For more information on social housing, check out www.socialservices.gov.sk.ca/rental-housing.

THE FINE PRINT

YOU NEED TO READ IT!

If you're renting a place, you're going to be entering into what is called a *tenancy agreement*. Also known as a *rental agreement*, this is a binding contract between you and the landlord. It spells out your rights and responsibilities, and the rights and responsibilities of the landlord. And it's important!

WHAT'S IN A RENTAL AGREEMENT?

Rental agreements can be oral, written, or understood from the circumstances. Because nobody has a perfect memory, putting the agreement into writing can help to prevent disagreements between you and the landlord later on. If your agreement with the landlord is written, the agreement must include certain things, including:

- standard conditions
- correct legal names of the parties
- address of the property
- date the agreement was made
- address for service and telephone number of the landlord and/or an emergency contact number
- date the tenancy will begin and type of tenancy (weekly, monthly, or other)
- date tenancy will end if the tenancy is a fixed-term lease
- amount of rent, when it is due and whether it varies with the number of occupants (if so, by how much)
- amount of the security deposit and when it is to be paid

What are Standard Conditions?

While you can agree on a wide variety of terms and conditions with the landlord when renting a home, the *Residential Tenancies Act, 2006* sets out *standard conditions* that are part of every rental agreement. Neither you nor the landlord can agree to change any of the standard conditions.

Standard conditions are designed to ensure a certain level of rights and protections for both renters and landlords. This includes such things as the tenant's right to quiet enjoyment and the rules surrounding rent payments. You can view the complete list at www.justice.gov.sk.ca/Form3.pdf.

The written agreement must also specify what services and facilities are provided, such as laundry and parking, and who pays for the utilities.

Those are all things that are *required* to be in the rental agreement. But the landlord can include other things, too. It's common for a rental agreement to address:

- policies regarding pets and smoking
- limits on the number of people living in the suite
- extra fees, such as pet fees and late rent payments

As well, it's not uncommon for landlords to promise certain improvements if you move in. Sometimes, landlords will agree to pay for the materials if you do the improvements yourself. If you do successfully negotiate for certain improvements, be sure to have them written into the rental agreement.

These other things in a rental agreement are all negotiable. For example, think the rent's a little steep? Don't be afraid to try to negotiate a better rate. Is the landlord charging you a bit too much for allowing your cat Fluffy to live with you? See if this fee can be waived. Not fond of the velvet fern wallpaper in the apartment? Ask if the landlord is willing to do something about it. You may not be successful, but you can't get better terms if you don't ask!

Remember: Before you sign any rental agreement, you should always be sure to take your time and read every word carefully. If there is anything you don't understand, ask somebody you know and trust to take a look.

ONCE AN AGREEMENT IS MADE

This agreement is a contract between you and the landlord. This means that you and the landlord are bound by it, unless you both agree to cancel the contract. Even if you change your mind and don't move in, you're still bound by the agreement. This applies to the landlord, too. They can't just change their mind and not let you move in.

The rental agreement you sign with your landlord still applies if your apartment is sold to another person. A new landlord cannot change or add terms to an existing rental agreement without your approval.

If either party breaks or violates the rental agreement, they could be held responsible for any loss or damages the other party suffers because of their actions.

What is a Lease?

Some rental agreements allow you to rent a place on a week-to-week or month-to-month basis. Agreements like this are called a *periodic tenancy*. The benefits of a periodic tenancy include a greater flexibility for moving out.

Some rental agreements ask you to agree to rent a home for a fixed term, such as six months or a year. This is called a *lease*. If the lease is three months or longer, the rental agreement must be in writing. The benefits of a lease include greater stability of your living arrangements.

At least two months before a lease ends, the landlord must tell you in writing whether or not they are willing to renew the lease.

A lease does not mean you or the landlord are locked into the agreement regardless of what happens. The agreement may be ended if you and the landlord agree. It may also be ended if both you and the landlord agree to end the agreement early. But remember that without reaching such an agreement you are both bound by the terms of the lease. If you simply move out before a lease is over, you could be responsible for the rent for the rest of the term.

ACTIVITY

Regulations serve an important purpose. Consider the regulations governing rental agreements.

1. One of the roles of government is to create standards and regulations. This helps protect society. Rental agreements are one example of this. The law mandates standard conditions for all rental agreements. What would happen if there were no such standards?
2. Do you think it is a good idea to have your rental agreement in writing, even if the standard conditions apply to your rental situation without a written agreement?

PAYING THE BILLS

THE SECURITY DEPOSIT

Even if you think that you're the most reliable person on earth, your landlord is still entitled to ask you for a *security deposit*. Also known as a damage deposit, this is money the landlord holds in case you cause damage to the place, leave the landlord with cleaning costs or unpaid rent, or cause them any other loss.

A security deposit can be as much as one month's rent. That's a lot of money, so the law says you can pay it in two installments: half upon entering the rental agreement, the other half two months after you move in. If you leave your apartment clean and don't do any damage beyond regular wear and tear, you should receive the money back when you move out. This is why it's a good idea to thoroughly check over the rental property before you move in, just in case a disagreement arises afterwards about the condition of your apartment.

Usually the landlord will have a checklist to mark the condition of each room. It's also not a bad idea to take photos so you have a visual record of the move-in condition of your home. Both you and the landlord should sign and keep a copy of the completed checklist. Remember: checking over the place is your right. It's also your right to refuse to make a written or oral statement that the place is in a good state of repair if this is not the case. For a sample checklist visit the Office of Residential Tenancies website at www.gov.sk.ca/ORT and click on Sample Documents.

Even after a thorough check, it's always possible that you'll notice some other damage after you've settled in. If this happens, let the landlord know as soon as possible. The best way to do this is to make a note that describes the damage, then sign and date it. Keep a copy for yourself and give a copy to the landlord. Again, pictures can help out! Although the landlord may still dispute when or how the damage occurred, it's best to document it as soon as possible to protect yourself.

Stuff to check:

- walls and trim for any damage
- sink taps & drains
- toilets
- windows and doors
- cabinets & cupboards
- flooring
- fixtures & appliances

GETTING YOUR SECURITY DEPOSIT BACK

When you move out, you are required to leave the place clean and undamaged, except for reasonable wear and tear. You must return all keys or other means of access to the landlord. And you need to provide your landlord with a forwarding address otherwise you may not receive notice or claims against you or the return of your security deposit. The landlord then has seven business days after your rental agreement ends to return the deposit or serve notice on you of their intention to keep all or part of the deposit.

If the landlord believes they are entitled to part of your deposit, you can agree in writing with them. But if you disagree with your landlord's claim, simply fill out the dispute notice that must be attached to their claim. Send it to the Office of Residential Tenancies within 120 days of the end of the tenancy, and they'll set a date to hear the dispute and make a final decision.

Remember: It is a good idea to have a thorough record of the condition of your place when you moved in and to take photos on the way out as well, just in case a dispute arises later on.

CASE STUDY: DEPOSITS AND RENTAL FRAUD

Usually, handing over a security deposit is not a reason for concern. However, a recent spate of apartment rental frauds in Saskatchewan have illustrated that there are risks when entering into rental agreements.

For example, in 2010 fraudsters posted pictures of a condo unit for rent in Saskatoon's Broadway area. The online ad indicated that the landlord was currently in

the United Kingdom, and asked prospective tenants to rent the condo sight unseen. Several people agreed and wired a deposit overseas. Unfortunately, after the money was sent, the "landlord" was not heard from again.

Even if you look at a property in person, there is still a risk of fraud. In the summer of 2013, two-dozen would-be renters in Saskatoon each paid a \$1,100 damage deposit to a man claiming to be an apartment's landlord. In reality, this "landlord" was not a landlord at all: he was just a tenant's roommate. This roommate pretended that the apartment was for rent, showing it to prospective renters. Making this fraud even harder to spot, would-be tenants even filled out official-looking paperwork when they handed over their deposit. On move-in day, people trying to move in discovered the "landlord" had fled the scene, and they had no legitimate claim to the apartment.

Thankfully, these situations are exceptions. Thousands of apartments are legitimately rented out every year in Saskatchewan. But fraud does happen, so it's always wise to be on your guard. To protect yourself, you should:

- view the apartment in person
- speak to the management company if there is one (their contact information is usually posted on the walls of rental properties)
- talk to current tenants
- buzz the in-suite caretaker when looking at a suite

These actions—while not foolproof—can help ensure that you are entering into a legitimate rental situation.



GET TO YOUR GOALS WHILE AVOIDING



BITES

RENTAL HOME THE PITFALLS!

Your landlord is upset because your six sisters are moving into your one-bedroom apartment.

You sublet your apartment to a friend but they don't pay the rent.

Your landlord doubles the price of laundry.

You give notice on September 15th to end your rental agreement on September 30th.

You refuse to pay rent because your dishwasher is broken.

You don't take out the garbage at all and now bugs and mice are moving in.

You and your friend Moose set off a firecracker in the hallway.

Your landlord demands that you sweep the apartment's hallway.

You are asked to pay a \$25 fee to apply for renting an apartment.

Your landlord demands a second security deposit from you.



PAYING THE BILLS

THE RENT

The amount of rent and when it is due is determined by your rental agreement. It's common for leases and month-to-month rental agreements to have rent due on the first day of that month. For example, your rent for the month of July is typically payable on July 1st.

Pay
the Rent!

Your landlord can only ask you to pay the amount of rent that is due. For example, if you rent on a week-to-week basis, you can never be required to pay further ahead than just that week. If you pay your rent in cash, you must get a receipt.

Generally speaking, even if the landlord is in violation of the *Residential Tenancies Act, 2006*, the rent is still due. That means that even in extreme cases—such as having no heat—your rent still must be paid! You can, however, get help to resolve such disputes from the Office of Residential Tenancies. For more information, visit www.gov.sk.ca/ORT.

RENT INCREASES

When your rent is going up, the law requires advance notice. If the term of your rental agreement is periodic, such as week-to-week or month-to-month, a landlord who is not a member of an approved landlord association must give you notice of any rent increase at least twelve months before the increase is to come into effect. Landlords who are members in good standing of an approved landlord association (such as the Saskatchewan Rental Housing Industry Association) must give notice at least six months before the increase is to come into effect.

If you're in a lease, the rent increases must be agreed to when you enter into the lease.

In the case of mobile homes, notice of a rent increase must be given six full months before the increase is to take effect.

ADDITIONAL FEES

Sometimes you'll pay additional fees on top of your rent, for things like parking or use of the laundry machines. Without an order from the Office of Residential Tenancies, your landlord can't raise these fees or take away services promised to you when you began renting.

Dealing with Significant Rent Increases

The Saskatchewan Rental Housing Industry Association (SRHIA) operates a program designed to assist tenants facing significant rent increases that they are unable to afford. Through the Tenant Assistance Process (TAP), a panel can review the rent increase and try to work out a solution that is agreeable to the tenant and the landlord. TAP can also try to help the tenant find alternate housing options. Tenants may also consider contacting their local Housing Authority to learn more about eligibility and availability of subsidized housing.

For example, a landlord cannot:

- increase charges for a parking stall
- take away some rented space, such as a garage or yard
- increase charges for utilities
- increase charges for laundry facilities or remove or reduce the laundry facilities

Your landlord can charge you for having a friend or partner move in with you. This is because fees for additional occupants are not considered a rent increase. However, if the amount you pay for your place varies depending on the number of occupants, the amount must be written into the rental agreement. Keep in mind that if there are no additional tenant fees in your rental agreement, you aren't free to invite the whole neighbourhood to move in with you! Landlords have the right to evict you if an unreasonable number of people move into your place.

CASE STUDY: RENT CONTROL

Nobody likes to pay more for things, but rent increases do happen. Sometimes, though, they can be a little more than what people expect even if proper notice is given.

In March 2013, for example, residents of an apartment building on Robinson Street in Regina woke up to notices of a 77% increase in their rent, going from \$700 to \$1200 per month. While this may seem bad, it does not even come close to an extreme case in Saskatoon in 2006. There, residents were served notice of a rent increase from \$695 to \$2,500 per month! In both cases, shocked residents were powerless to do anything except move out. This is because unlike many other provinces, Saskatchewan has no rent controls. Rent controls are laws that limit the amount that rent can be increased.

Proponents of rent controls argue that it is needed to stop landlords from unfairly raising rents. Opponents say rent controls discourage landlords from improving their properties or building new properties. Although Saskatchewan had rent controls in the past, it is unlikely they are coming back any time soon. As recently as March 2013, the provincial government re-affirmed its commitment to not institute rent control.

SETTLING IN

QUIET ENJOYMENT

Would you think it was reasonable to come home to find your landlord rifling through your refrigerator looking for something to eat? Or would you find it reasonable to be woken up every night by your neighbour who can't get enough Miley Cyrus at high volumes? Of course you wouldn't. And the law recognizes this. The *Residential Tenancies Act, 2006*, entitles you to quiet enjoyment of your rental home.

As a renter, your rights include but are not limited to:

- reasonable privacy
- freedom from unreasonable disturbances
- exclusive possession of the premises subject only to the landlord's right to enter under some circumstances
- use of the common areas for reasonable and lawful purposes, free from significant interference

These rights mean that you are entitled to go about your normal routines and lifestyle, free from your landlord or other tenants disturbing you.

Other Rights You Should Know

Landlords are not entitled to take any of your personal property, unless they have an order from the Office of Residential Tenancies. Nor can they restrict you or someone you have authorized to visit from accessing your home.

During elections, your landlord cannot restrict access to the building by a candidate or an authorized representative of a candidate. You also have the right to display election advertising.

LANDLORD'S RIGHT OF ACCESS

Your rights of privacy are not absolute. The landlord is still responsible for the building. This means landlords will sometimes need to enter your home. This right to enter includes:

- when you have given permission to the landlord
- if there is an emergency and the landlord must enter to protect life or property
- if it appears that you have abandoned the rental unit

A landlord can also give you written notice that they need to enter your place, provided that they are doing it for a reasonable purpose. For example, a reasonable purpose would be to check the smoke detectors or to work on the plumbing. If this is the case, the written notice must state the time and date of the entry and the purpose for entering. The landlord can't be in your place for more than four hours and the four-hour period must be between 8am and 8pm, unless you agree otherwise. This notice must be given at least 24 hours in advance and not more than seven days before your landlord wants to enter.



If you're moving out, the landlord has certain rights to enter your suite. If the landlord is showing your place to a prospective tenant, you must be given two hours' notice. If the landlord can't get a hold of you by phone, e-mail, or in-person, they can enter to show your suite. They must leave a notice on your door stating that they entered to show the premises to a prospective tenant. The landlord can only enter between 8am and 8pm and cannot enter on Sunday or your day of religious worship.

If the landlord wants to show your rental unit to somebody who's interested in buying the property, the landlord must give 24 hours' notice.

ACTIVITY

Almost everybody has lived in a rental property at some time in their life. Identify who said the following about their life in a rental. Answers are on page 20.

1. ____ "I lived in a studio apartment until my mid-30s. I don't have an extravagant lifestyle."
a) Tom Cruise b) Peter Mansbridge c) Craig Kilborn d) Madonna
2. ____ "I've had grand pianos that are more expensive than, like, a year's worth of rent."
a) Elton John b) Lady Gaga c) Fergie d) Josh Groban
3. ____ "I went home to my 535-square-foot apartment by myself and ate supper by myself. That was how I celebrated getting a record deal."
a) Miley Cyrus b) Justin Timberlake c) Eminem d) Josh Turner
4. ____ "I was discriminated against because I was Jewish, Italian, black and Puerto Rican. But maybe the worst prejudice I experienced was against the poor. I grew up on welfare and often had to move in the middle of the night because we couldn't pay the rent."
a) Professor Philip Zimbardo b) Jay Leno c) Paris Hilton d) Frank Sinatra
5. ____ "I installed a skylight in my apartment... the people who live above me are furious."
a) Steven Wright b) Rodney Dangerfield c) Howard Stern d) Chris Rock
6. ____ "I don't even listen to rap. My apartment is too nice to listen to rap in."
a) Shad b) Buck 65 c) Kanye West d) Queen Latifah
7. ____ "I lived with my mom in a really small apartment. My bedroom was like in the living room. That's why I love to sleep on couches now."
a) Leonardo DiCaprio b) Alicia Keys c) Charlie Sheen d) Katy Perry
8. ____ "Apartment living is tough action. Just the whole idea that you share a washer and dryer always freaked me out."
a) Sidney Crosby b) Jian Ghomeshi c) Joe Rogan d) Jay Z
9. ____ "Up until the time I was 31 years old, I still didn't know how I was going to pay the rent."
a) Will Ferrel b) Richard "Cheech" Marin c) Antonio Banderas d) John Candy
10. ____ "Do something you really like, and hopefully it pays the rent. As far as I'm concerned, that's success."
a) Tom Petty b) Jon Bon Jovi c) Sting d) Snoop Dogg

SETTLING IN

KEEPING IT CLEAN

When you're living in a rented home, keeping your place clean and in good repair are duties you share with your landlord. The law outlines certain responsibilities for both of you.

Your part of the bargain includes:

- doing the ordinary cleaning, from washing the floors to keeping the fridge and stove clean (if your rental agreement includes renting the yard or garage, you're responsible for taking care of these areas, too)
- maintaining reasonable health, cleanliness and sanitary standards throughout your place

In addition to normal cleaning, you are responsible for repairing any damage you or your guests cause. The landlord must give you a reasonable amount of time to remedy such a situation. Keep in mind that the landlord is entitled to end your tenancy by giving one month's notice if you fail to correct the situation.

Your landlord's part of the bargain includes:

- maintaining the rented premises in a good state of repair and fit for use and enjoyment (even if you knew the place needed repairs when you rented the property)
- looking after a yard or other common areas that a number of tenants share, such as the yard or walkways of an apartment building
- cleaning and repairing other areas of the building set aside for the common use of all the tenants, such as the hallways or a shared laundry room
- maintaining any services, fixtures, facilities or appliances that are included in the rent (this might include heating, water, electricity, laundry facilities and a fridge and stove)

Remember: Things do wear out. When something in your apartment simply breaks down from normal use, it is your landlord's responsibility to repair or replace those things.

As a renter, it's your right to a home that is safe and fit to live in. If you have concerns, talk to your landlord. If you still have unresolved questions about the state of your place after talking to the landlord, you might want to consider asking your local town or city hall where you can find the local building and fire codes and health regulations.

Stuff to get:

*Oven cleaner
Window cleaner
new dustpan
baking soda
air freshener
rubber gloves*

** Ask mom how to get grape
juice stain out of white
carpet*

ACTIVITY

Consider the following situations. Decide whether or not the statement is true or false. Answers are on page 20.

- 1.____ Jill is responsible for replacing the removable showerhead that her dog chewed up.
- 2.____ Phuong is within her rights to play the loud music day or night.
- 3.____ Lonny is responsible for replacing the burned-out light bulb that is directly outside his apartment's front entrance.
- 4.____ Tom cannot put a poster for the mayoral candidate on his balcony.
- 5.____ Raoul can expect his landlord to replace the burned-out element in the stove in his apartment.
- 6.____ Sherry feels unsafe so she is entitled to change the locks without first asking the landlord.
- 7.____ Christina must pick up what her dog is leaving behind in her rental house's yard.
- 8.____ Gordon's landlord can take his bike to cover the cost of damages he did to the front door.
- 9.____ Marshall's landlord can spend as long as he wishes in his apartment to repaint it.
- 10.____ George's landlord can turn the heat off at night to save money.
- 11.____ Althia's moving out so her landlord can enter whenever he pleases to show the apartment to prospective tenants.
- 12.____ Shannon's landlord needs to do something so mice no longer enter her apartment.
- 13.____ Perry needs to either rinse out his recycling bottles or take them to the recycle bin more frequently because they're attracting ants.
- 14.____ Starr's landlord can come in at 6am to check the smoke detector.
- 15.____ Pat's landlord needs to fix the central air conditioning promptly if it breaks down.
- 16.____ Joe is entitled to a new fridge or repair to his existing one if it no longer keeps his food cold.
- 17.____ Howard can invite his friend Anthony for a visit whenever he pleases.
- 18.____ Perry's new landlord can remove the washer and dryer from his rental house, even though Perry's lease includes laundry facilities.
- 19.____ Tenants of the Westview Apartments should expect the snow to be shovelled in a reasonable amount of time after a storm.
- 20.____ Kim's landlord can enter her balcony if he believes the patio garden badly needs watering.

MOVING OUT

KEEPING IT FAIR

Sometimes people move because of work or school. Sometimes people move in with partners or friends. Sometimes people just want a change of scenery. Statistics suggest you will move twelve times in your life. So chances are, you won't be staying in the same rental home forever.

There are a number of ways that you or a landlord can end the rental agreement. But no matter how it ends, a notice to end a tenancy must be in writing, include the name of the person giving the notice, the address of the rented premises, and the date the tenancy will end.

NOTICE BY TENANT

Regular Notice

A lease commits you to renting for its full term, and the rental agreement ends on a date specified in the agreement. You cannot give notice to end the lease before its end date unless the landlord agrees.

A periodic tenancy can be ended by giving one full month's written notice to the landlord in the case of a monthly tenancy. In the case of a weekly tenancy, one full week's written notice is required. You must give your notice no later than the day before the final rent is due. For example, if you rent by the month and want to move out on September 30, you must give notice no later than August 31. If you give your notice on September 1, you will be on the hook for September and October's rent.

Notice for Cause

If the landlord breaches a material part of the rental agreement, you can give immediate notice to end a rental agreement, even if a lease has been signed. If you are giving a notice for cause, it will be effective the day after the landlord receives it. However, to do this the breach must be serious and you must first give the landlord a reasonable amount of time to remedy it.

NOTICE BY LANDLORD

Immediate Notice

If your rent is unpaid for 15 or more days after it's due, a landlord can end the tenancy immediately. If you are responsible for paying the utilities and they are late, the landlord can also ask you to leave. In this case, the landlord is allowed to give you immediate notice 15 days after the landlord lets you know that the utility payments are late. An immediate notice can be served on you in person, or it can be posted on your front door and sent by mail or email.

One Month's Notice

There are many situations where a landlord can give you one month's notice to move out. Generally, these situations are easy to avoid, so it's a good idea to be familiar with them! Landlords can give you one month's notice in situations such as:

- the security deposit remains unpaid for more than 30 days
- you are repeatedly late paying rent
- you or your guest disturbed or jeopardized the health or safety of others in the building
- you or your guest put the landlord's property at significant risk

- you or your guest engaged in a noxious, offensive or illegal act on the property that may cause damage
- you or your guest are affecting the privacy or safety of others
- you or your guest caused extraordinary damage to the property
- you have breached a material provision of your rental agreement
- you sublet the rental unit without the landlord's written consent
- you give false information about the rental property to prospective renters or purchasers
- you live in an owner-occupied home and you or your guest continue to smoke when requested not to
- you do not comply with an order from the Office of Residential Tenancies
- there is a reason judged proper by the Office of Residential Tenancies

Before being evicted, the landlord must first give you a reasonable amount of time to correct the situation if possible.

When the landlord is giving you a notice to end a tenancy in these situations, it must be in writing, given to you on the day before the rent is due, and given to you at least one full month before you are expected to move out. You have 15 days to dispute the notice, otherwise you are deemed to have accepted it.

Notice by either a landlord or a tenant that is not served far enough in advance to give the time required by the law will take effect on the next possible date.

It's worthwhile to note that you and your landlord may end a rental agreement on different terms than what are outlined above, provided that both of you agree in writing.

ACTIVITY

In a rental home, you are only responsible for repairs beyond what would be considered *reasonable wear and tear*. But what constitutes reasonable?

1. Make a list of all the elements in a home that can wear out, from flooring and paint to appliances and fixtures.
2. How would you define "reasonable" wear and tear on these items?
3. If you and your landlord cannot agree on what is reasonable, what can you do?

Assigning or Subletting

Sometimes you need to leave town for a few months but don't want to give up your apartment. In cases such as this, it's possible to temporarily turn over your rental home to another tenant. This is known as an *assignment* or *sublet*. Sublets are also commonly used by people who are in a lease that their landlord won't let them out of.

The landlord has to agree in writing before you can sublet your place. They can charge you a fee of up to \$20 for considering, investigating or consenting to a sublet. Landlords are not allowed to unreasonably refuse a sublet.

Remember: You are ultimately responsible to the landlord for all obligations under your tenancy agreement. This means you are responsible for the actions of the person subletting your place.

FURTHER RESOURCES

Hopefully, these pages answered a few of your questions about renting a home. However, it's impossible to foresee every situation that can come up when renting a home. Because most people are reasonable, if you have a dispute with your landlord, talk to them and try to settle the problem in a quick and friendly manner.

If you are having a dispute with your landlord and need more detailed information on your rights and where to go, or if you just have a few more questions about rights and responsibilities of landlords and tenants, here are a few more sources of information:



PLEA's *Renting a Home*

PLEA's full-length *Renting a Home* resource is a comprehensive outline of the rights and responsibilities of landlords and tenants. You can read it online or order a print copy at plea.org.



PLEA's *Renter's Rights Cards*

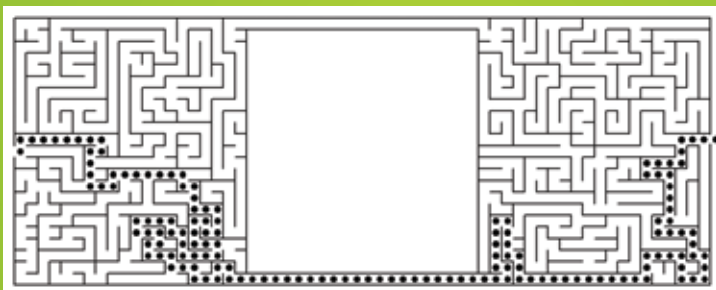
PLEA's pocket-sized renter's rights cards provide a brief overview of frequently-asked questions by renters. Order copies for you and your friends at plea.org.

Office of Residential Tenancies

You've read about the Office of Residential Tenancies in several places in this newsletter. They are a government department that oversees the rules regarding landlords, tenants, and rental properties. You can find them online at www.justice.gov.sk.ca/ORT or call them at 1-888-215-2222 or 1-888-867-7776.

Answers

Realty Bites



Who said it?

- | | | | | |
|------|------|------|------|-------|
| 1. C | 2. B | 3. D | 4. A | 5. A |
| 6. C | 7. B | 8. C | 9. C | 10. A |

Settling In: True or False

- | | |
|-------|-------|
| 1. T | 11. F |
| 2. F | 12. T |
| 3. F | 13. T |
| 4. F | 14. F |
| 5. T | 15. T |
| 6. F | 16. T |
| 7. T | 17. T |
| 8. F | 18. F |
| 9. F | 19. T |
| 10. F | 20. F |



Legal Information for Everyone

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